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testator has clearly indicated the meaning which he attaches to a particular word, such meaning must prevail, irrespective of technical or grammatical meaning of such word.

[Ed. Note.—For other cases, see 13 Va.-W. Va. Enc. Dig. 794 et seq.]

Appeal from Circuit Court, Roanoke County.

Bill by Edward W. Robertson, administrator, against Letitia L. Holcombe and others. Decree for plaintiff, and certain defendants appeal. Affirmed.

Nathaniel T. Green, of Norfolk, and *Hall & Apperson*, of Roanoke, for appellants.

L. H. Cocke and *A. P. Staples*, both of Roanoke, *S. S. Lambeth, Jr.*, of Bedford City, and *R. E. Scott*, of Richmond, for appellees.

FRALEY v. NICKELS.

Sept. 20, 1917.

[93 S. E. 636.]

1. Boundaries (§ 46 (5*))—Arbitration—Agreement of Parties.—Under a submission of a boundary dispute to arbitration, providing that the arbitrators should hear such legal evidence as might be introduced and make their award, an award did not fail to conform to the submission, because it located the boundary line according to an agreement of the parties, instead of upon more formal evidence.

[Ed. Note.—For other cases, see 2 Va.-W. Va. Enc. Dig. 594.]

2. Arbitration and Award (§ 80*)—Liberal Construction of Award.—Awards are to be liberally construed, to the end that they may be upheld, if possible.

[Ed. Note.—For other cases, see 1 Va.-W. Va. Enc. Dig. 705.]

3. Arbitration and Award (§ 39*)—Appointment of Third Arbitrator—Powers.—Under a submission to arbitration, naming two arbitrators and providing that they should select a third arbitrator, and hear such evidence as either party might introduce, the third arbitrator was not to act as umpire, but as one of a board of three.

[Ed. Note.—For other cases, see 1 Va.-W. Va. Enc. Dig. 698.]

4. Arbitration and Award (§ 35*)—Concurrence of Arbitrators in Decision and Award.—Under a submission to arbitration, naming two arbitrators and requiring them to appoint a third, but neither expressly nor impliedly conferring authority upon a majority to act, an award was void where only two of the arbitrators participated in the consideration and decision of the question, as Code 1904, § 5,

*For other cases see same topic and KEY-NUMBER in all Key-Numbered Digests and Indexes.

subsec. 3, providing that words purporting to give authority to three or more public officers or other persons shall be construed as giving such authority to a majority of such officers or persons, unless otherwise expressly declared, refers only to the construction of statutes, and to public officers or other persons deriving their authority from a statutory source.

[Ed. Note.—For other cases, see 1 Va.-W. Va. Enc. Dig. 694.]

5. Evidence (§ 318 (7)*)—Hearsay—Certificates.—Where, under a submission to arbitration naming two arbitrators and requiring them to appoint a third arbitrator, an award was filed, which was signed by one of the arbitrators named in the submission and a third person, with nothing in the award to show that such third person was selected as the third arbitrator, a writing, purporting to be signed by arbitrators named in the submission, and certifying that they had chosen such third person as the third arbitrator, was hearsay, and not admissible on a motion to confirm the award.

[Ed. Note.—For other cases, see 1 Va.-W. Va. Enc. Dig. 709; 7 Va.-W. Va. Enc. Dig. 51.]

Error to Circuit Court, Scott County.

Proceeding by W. H. Nickels against Ephraim Fraley for confirmation of an award of arbitrators in determination of a disputed boundary. From an order confirming the award, Fraley brings error. Reversed, and judgment entered, dismissing the rule.

S. H. Bond and *W. S. Cox*, both of Gate City, and *J. D. Carter*, of Duffield, for plaintiff in error.

Will H. Nickels, of Gate City, for defendant in error.

ASBERRY et al. v. MITCHELL.

Sept. 20, 1917.

[93 S. E. 638.]

1. Vendor and Purchaser (§ 22*)—Contracts—Sufficiency of Description of Property.—A description of land in a contract to convey land as 100 acres off the west end of the vendor's farm, and bounded on the north and south by the lands of R. and M., was sufficient, where the location of the lands of R. and M. and of the western boundary of the vendor's land was well known, as the east line should be run due north and south from the land of R. to that on M., so as to include 100 acres.

[Ed. Note.—For other cases, see 16 Va.-W. Va. Enc. Dig. 1239.]

2. Evidence (§ 460 (4)*)—Parol Evidence—Application of Description to Subject-Matter.—Evidence aliunde is admissible, where there

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